

**AMC
Contractor
Deployment Guide
for
Contracting Officers**



**U.S. Army Materiel Command
5001 Eisenhower Avenue
Alexandria, Virginia 22333-0001**

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AMC CONTRACTOR DEPLOYMENT GUIDE FOR CONTRACTING OFFICERS

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The proponent of this pamphlet is the United States Army Materiel Command. Users are invited to send comments and suggested improvements on DA Form 2028 (Recommended Changes to Publications and Blank Forms) to the Commander, HQ AMC, ATTN: AMCRDA, 5001 Eisenhower Avenue, Alexandria, VA 22333-0001.

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Chapter 1

Introduction

Chapter 1

Introduction

"In all countries engaged in war, experience has sooner or later pointed out that contracts with private men of substance and understanding are necessary for the subsistence, covering, clothing, and moving of any Army."

Robert Morris
Superintendent of Finance, 1781

Lessons learned from recent military operations, including Operation Joint Endeavor and Operation Desert Shield/Storm, indicate that this perspective is still true. Contracting is an effective Combat Service Support force multiplier that can increase existing capability, provide a new source of supplies and services and bridge gaps in the deployed force structure. Moreover, as the Army transitions to Force XXI, the use of contractors in the theater of operations is expected to increase.

With this increased emphasis and use of contractors comes a need to identify the policies and procedures that affect the overseas deployment of contractor personnel.

This Contractor Deployment Guide has been prepared to inform contractor employees, contracting officers and Field Commanders of the current policies and procedures that may affect the deployment of contractor employees. It is intended primarily for use by Department of the Army (DA) contractors and their employees. This guide focuses attention on the issues surrounding a U.S. citizen contractor employee who is deploying from the United States to an overseas theater of operation. Portions of this guide, however, may be relevant to contractor employees deployed from outside the United States as well as to foreign contractor employees.

A complete set of references used to develop this guide is available at the Headquarters, U.S. Army Materiel Command (AMC) and in local Army contracting offices.

The information in this guide is accurate as of the date of publication, but is subject to change based on evolving DA and Department of Defense (DOD) directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements. This publication will be updated on a periodic basis as required.

Reference: "The Perspective of AMC: The Desert Shield/Desert Storm Experience," LTG John Coburn, Deputy Commanding General, U.S. Army Materiel Command, Association of the United States Army Symposium ("Army and Contractor Civilians: Their Use in Future Military Operations"), 12 December 1995.

Additional Information:

This AMC Pamphlet is a special edition of the Department of the Army's "Contractor Deployment Guide" (DA Pamphlet 715-XX) and has been prepared for use by contracting officers. Along with the standard text found in the DA Pamphlet, this guide contains the supporting background information used in its preparation. Under each Contractor Deployment Guide category, the background material references are listed. In many cases, excerpts of these references are provided for use as a ready tool in understanding the legal and regulatory guidance supporting the category summaries. This version also provides some "Additional Information" (such as this paragraph) not included in the DA Pamphlet. This additional information is provided to further clarify specific issues addressed in the category summaries. Finally, this version offers suggested special contract considerations for inclusion in Section H, Special Contract Requirements, of contracts between the Government and contractors. When implemented in future Army contracts, these special contract requirements will make for more consistent contracts among the contractors supporting military operations.

The suggested special contract requirements cover areas not discussed in current Federal and Department of Defense Acquisition Regulations. The suggestions are intended for use by a Contracting Officer to either modify an existing contract or prepare a new contract to ensure continued performance during a contingency. The suggestions are not all inclusive nor are all items required for all situations. The Contracting Officer must determine which to use based upon the situation and be cognizant of their cost implications. Each contingency evolves differently; the Theater Commanders issue different guidance impacting on the deployment of contractors into their theater of operations. Often, the Contracting Officer will need clarification on specific requirements applicable to their contract. Within the U. S. Army Materiel Command, Contracting Officers may seek necessary clarification through the Headquarters, U.S. Army Materiel Command Operations Center.

The suggested special contract requirements do not address the deployment of contractor personnel supporting a contingency operation when they are deployed outside of the defined theater of operations. For example, deployments to Germany to support operations in Bosnia are generally not covered by the suggested contract considerations provided in this guide. Instead, this type of deployment may be more appropriately addressed under the standard contract "Changes" clause as a change to the place of performance or delivery.

The suggestions have been grouped and ordered according to the general category layout found in the body of the Contractor Deployment Guide. The suggestions are provided at the end of the category summaries and collectively in Appendix E. Additional miscellaneous contract requirements are provided at the end of Appendix E.

The first suggested special contract requirement is offered as the introductory paragraph for the inclusion of additional requirements for contingency operations. Note that Title 10 U.S.C. 101(a)(13) defines "contingency operation" as a military operation that-

(a) Is designated by the Secretary of Defense as an operation in which members of the armed forces are or may become involved in military actions, operations or hostilities against an enemy of the United States or against an opposing force; or

(b) Results in the call or order to, or retention on, active duty of members of the uniformed services under Section 672(a), 673, 673b, 673c, 688, 3500, or 8500 of Title 10, Chapter 15 of Title 10, or any provision of law during a war or during a national emergency declared by the President or Congress.

The Contracting Officer may consider the implementation of a Post Differential Allowance or Hazardous Duty Pay for U.S. Government personnel as a means to identify the boundaries of the theater of operations.

Suggested Special Contract Requirements:

- In the event of a declared "contingency, " as provided by law or otherwise, the Government may direct the contractor to perform in support of the declared contingency. Support may be performed in the identified contingency area of operations, also known as theater of operations, or in support of the contingency but not in the area of operations. In the event the contractor deploys individuals into the area of operations in support of a declared contingency, the following terms and conditions will apply. [The Contracting Officer should attach all appropriate special contract requirements to ensure performance during a contingency, as suggested below.]

Chapter 2

Command and Control

Chapter 2

Command and Control

The command and control of contractor employees is significantly different than that of DA civilians. During a crisis situation or deployment, DA civilians are under the direct command and control of the on-site supervisory chain. Within the area of operations, this chain is headed by the Theater Commander, who is the senior military commander and responsible for completion of the mission and the safety of all deployed military, DA civilians and contractor employees. The Theater Commander can direct a DA civilian employee's task assignments and instructions and initiate and effect special recognition or disciplinary actions. For contractor employees, however, the command and control is tied to the terms and conditions of the contract between the respective employer and the Government, and the relationship between the employer and the employee (to which the Government is not a party).

The statement of work to be performed is established in the Government's contract with an employer. Per this contract, it is the contractor employer's responsibility to select and hire qualified personnel to satisfy the identified task assignment. If, as the crisis situation unfolds, additions or modifications of the employer's scope of work are needed, then the contract must be amended. All amendments require authorization by the contracting officer.

Supervision of contractor personnel is generally performed by the respective employer. A contracting officer's representative (COR) may also provide guidance to the contracting officer and/or employer regarding employee performance. To resolve performance problems, the contracting officer and employer will take appropriate action as identified in the contract.

While the Government does not directly command and control contractor employees, indirect command and control are achieved through contract modifications, employer assimilation of Theater Commander directives/orders in employer-employee agreements, and attachment (with special reporting procedures) to specific military units.

Contractor employees will be expected to adhere to all guidance and obey all instructions and general orders issued by the Theater Commander or his/her representative. All instructions and guidance will be issued based upon the need to ensure mission accomplishment, personal safety, and unit cohesion. If the instructions and orders of the Theater Commander are violated, the Theater Commander may limit access to facilities and/or revoke any special status that a contractor employee has as an individual accompanying the force. The contracting officer may also recommend that the contractor remove from the theater of operations any contractor employee whose conduct endangers persons or property or whose continued employment is inconsistent with the interest of military security.

References:

(a) Department of Defense Instruction 3020.37, "Continuation of Essential DOD Contractor Services during Crises," 6 November 1990.

(b) Field Manual 100-16, Army Operational Support, May 1995.

(c) Field Manual 63-11, Logistics Support Element Tactics, Techniques and Procedures, Draft, May 1996.

Additional Information:

Deployed Army Materiel Command Contracting Officers and Contracting Officer Representatives frequently are under the operational control of the Logistics Support Element.

Suggested Special Contract Requirements:

- The contractor shall ensure that all contractor employees adhere to all guidance and obey all instructions and general orders applicable to U.S Armed Forces and Department of Defense (DOD) civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, safety, and unit cohesion.

- The contractor shall comply, and shall ensure all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer.

- The contractor shall take reasonable steps to ensure the good conduct of its employees.

- The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

- The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

Chapter 3

Logistics Support Element

Chapter 3

Logistics Support Element

Contractor employees deploying to support AMC missions/operations will be administratively assigned to the Logistics Support Element (LSE) for accounting purposes.

The LSE is a multi-faceted organization which supports military operations. It is largely a civilian organization which deploys at the request of the supported operational commander to perform AMC missions within the area of operations. Its mission is to enhance unit/weapon system readiness by bringing U.S.-based technical capabilities and resources to deployed units. It has a military command structure similar to other units, but consists of a flexible combination of military, DA civilians and contractor personnel that can be tailored to suit the needs of a particular contingency.

All personnel attached to the LSE will be required to follow reporting procedures for entering and leaving the area of operations. The reporting instructions will be provided to contractor employees during pre-deployment processing. Contractor employees and employers are expected to use all means at their disposal to continue to provide services, according to the terms and conditions of the contract, until released or evacuated by military authorities.

In-theater support to contractor employees attached to the LSE generally will be the responsibility of the employer. In certain circumstances, however, such as when contractor employees are operating forward or in support of essential systems, the contract between the employer and the Government may provide logistical support. In these cases, the LSE will provide or coordinate for the required support of the attached contractor employees.

References:

(a) Field Manual 100-16, Army Operational Support, May 1995.

(b) Field Manual 63-11, Logistics Support Element Tactics' Techniques and Procedures, Draft, May 1996.

Additional Information:

The Logistics Support Element (LSE) usually will monitor the deployment and redeployment of all civilian personnel, to include Army Materiel Command contractor personnel, into and out of the theater of operations. The Contracting Officer shall ensure the contractor places all deployed employees under the administrative attachment of the designated LSE. Administrative attachment usually is limited to accountability status reporting (i.e., head count). The LSE also may be required to perform other administrative functions, such as consolidating situation reports, integrating plans, coordinating mission

requirements, arranging support for contractor employees, and monitoring performance. If required, these additional tasks will be coordinated through the on-site Contracting Officer or Contracting Officer Representative.

Suggested Special Contract Requirements:

- The contractor shall place all employees deploying to support this contract under administrative attachment to the designated Logistics Support Element.
- The Contracting Officer shall provide the contractor with all required reporting instructions and procedures.
- The contractor shall comply with reporting instructions issued by the Logistics Support Element Commander.

Chapter 4

Command and Control

Chapter 4

Legal Assistance

General Rule:

Contractor employees in the U.S. preparing to deploy abroad, or already deployed overseas, to perform work pursuant to any contract or subcontract with DA, generally will not be eligible to receive legal assistance from Army military or Army civilian lawyers.

Contractor employees should satisfy all legal requirements that they deem necessary, such as a last will and testament, guardianship arrangements for children and estate planning, with privately retained attorneys before deployment. Payment of legal fees is a private matter between the contractor employee and the lawyer retained. The Army has no involvement.

Exception:

If contractor employees are accompanying the Armed Forces of the United States outside the United States, they may receive certain legal assistance from Army lawyers when DA or DOD is contractually obligated to provide this assistance as part of their logistical support. Therefore, the specific terms of the contract under which contractor employees are deploying must be reviewed to verify if DA is obligated to provide legal service.

Where DA is under contractual obligation to provide legal assistance, the following rules apply:

i) If the legal assistance is to be provided overseas, it must be in accordance with applicable international agreements or approved by the host nation government in some way.

ii) Legal assistance, when provided by Army lawyers, is limited to ministerial services (for example notarial services), legal counseling (to include the review and discussion of legal correspondence and documents), and legal document preparation (limited to powers of attorney and advanced medical directives) and help on retaining civilian lawyers.

Reference: Army Regulation 27-3, The Army Legal Assistance Program, 10 September 1995, paragraphs 2-5(7) and 3-7.

Additional Information:

As a general rule, the Army does not provide legal assistance to contractors and their employees and recommends not to include a provision for legal assistance support in contracts. The Office of the Staff Judge Advocate,

during legal review of a contract, often will discourage inclusion of this support into the contract. If the issue must be addressed, the Contracting Officer may include the following.

Suggested Special Contract Requirements:

- The Government shall provide, while contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, legal assistance in accordance with the following conditions:
 - a) The legal assistance is in accordance with applicable international agreements.
 - b) The legal assistance is ministerial in nature consisting of legal review and discussion of legal documentation, legal document preparation, and assistance in retaining civilian lawyers.

Chapter 5

Central Processing and Departure Point

Chapter 5

Central Processing and Departure Point

The U.S. Army has created several sites within the Continental United States (CONUS) for expeditiously preparing individuals for deployment to a combatant area or theater of operations. These sites are known as CONUS Replacement Centers (CRC) or Individual Deployment Sites (IDS).

Use of these facilities by contractor employees will be determined by the terms and conditions of the contract between the employer and the Government. If central processing is required, the contractor employee will be issued Invitational Travel Orders to process through a specific CRC.

As part of the deployment processing for contractor employees, the CRC will screen contractor personnel records, conduct theater specific briefing and training, issue theater specific clothing and individual equipment, verify that medical requirements (such as immunization, DNA screening, HIV testing and dental examinations) for deployment have been met, and arrange for transportation to the theater of operations.

While processing at the CRC, the Government will furnish lodging but will charge a nominal fee for meals. Transportation and travel to the CRC is the employer's responsibility. Government reimbursement to the employer for travel will be determined by the contract.

It is the responsibility of the employer to ensure its employees receive all required processing information.

Reference: CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

Additional Information:

Contingencies may require contractor employees to process through a CRC during deployment and redeployment. The CRC will perform predeployment and redeployment functions for the contractor employees and provide any mandated supplemental training or equipment issue. If CRC processing is required, the Contracting Officer should identify the location of the CRC, issue Invitational Travel Orders (ITO) to the contractor, and identify the logistical support, if any, provided by the Government at the CRC.

In accordance with the terms and conditions of the contract, the Government may have the option to assume no responsibility for contractor personnel travel and travel related expenses to and from the home destination and the designated CRC.

The CRC may equate to Place of Performance. While at the CRC, the Government may provide or reimburse the contractor with all support normally provided at the Place of Performance.

Suggested Special Contract Requirements:

- The Contracting Officer shall provide the contractor with all necessary deployment and redeployment processing information, instructions, and other guidance materials.
- The Contracting Officer shall provide the contractor with Department of Army Pamphlet entitled "Contractor Deployment Guide. "
- The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from each employee's place of performance to the CONUS Replacement Center (CRC) and upon redeployment from the CRC to the employee's place of performance.
- The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from the CRC or deployment processing center to the theater of operations and return.
- The Government shall provide (or reimburse the contractor all reasonable expenses for) messing and billeting of deploying contractor employees during processing at the designated CRC.
- For any contractor employee determined by the Government at the CRC to be nondeployable for any reason, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

Chapter 6

Invitational Travel Orders

Chapter 6

Invitational Travel Orders

Invitational Travel Orders (ITO) normally are necessary for a contractor employee to travel to, from, and within the theater of operations, to process at a CONUS Replacement Center, and to identify any additional authorizations and privileges. These travel orders will be authorized by the contracting officer and prepared by the supporting installation.

These travel orders will state the intended length of assignment in the area of operation and will often identify planned use of Government facilities and privileges in the theater of operations, as authorized by the contract. Authorizations may include access to the post exchange and commissary, care and treatment at medical and dental facilities, and use of Government messing and billeting. The invitational travel orders must include the name of the approving Government official and the Government accounting citation (i.e., fund cite).

Reference: Department of Defense Civilian Personnel Joint Travel Regulations, Volume 2, March 1995, paragraphs C3106 and C6003.

Suggested Special Contract Requirements:

- The Contracting Officer shall issue Invitational Travel Orders (ITO) to the contractor for all contractor employees required to deploy into the theater of operations and to redeploy from the theater. ITOs will identify the point of debarkation, embarkation, all authorized intermediate stops, the anticipated duration of the deployment and may identify Government facilities and privileges authorized for use by the contractor employees.
- The contractor shall provide to the Contracting Officer the following information for all deploying individuals: full name, social security number, home and work address and telephone number, blood type, and religious preference.

Chapter 7

Standard Identification Cards

Chapter 7

Standard Identification Cards

As part of the processing at the CRC, contractor employees will receive the following three distinct forms of identification.

(1) DD Form 1173, Uniform Services Identification Card. This card is required for access to Government facilities and use of privileges afforded to military, government civilians and/or military dependents. Authorized possession of this card, however, does not automatically entitle an individual to any privileges other than personal identification. Use of this card is valid only while serving in the theater of operations.

(2) DD Form 489, Geneva Conventions Identity Card. This card identifies one's status as a contractor employee accompanying the U.S. Armed Forces. This card must be carried at all times when in the theater of operations.

(3) Personal identification tags (i.e., "dog tags"). The identification tags will include the following information: full name, social security number, blood type and religious preference. These tags should be worn at all times when in the theater of operations.

In addition, other identification cards, badges, etc., may be issued at the CRC or in-theater, depending upon the basis for the operation. For example, when U. S. forces participate in United Nations (U.N.) or multinational peace-keeping operations, contractor employees may be required to carry items of identification that verify their relationship to the U.N. or multinational force.

If contractor employees are processed for deployment by their employer, it is the responsibility of the employer to ensure its employees receive required identification prior to deployment.

References:

(a) Army Regulation 600-8-14, Identification Cards, Tags, and Badges, 15 July 1992, Chapter 6.

(b) Department of Defense Instruction 1000.1, "Identity Cards Required by the Geneva Conventions," 3 June 1975.

(c) Department of Defense Instruction 3020.37, "Continuation of Essential DOD Contractor Services During Crises," 6 November 1990.

(d) CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

Suggested Special Contract Requirements:

- The Contracting Officer shall identify to the contractor all identification cards and tags required for deployment.
- The Contracting Officer shall inform the contractor where the identification cards and tags are to be issued.
- The Contracting Officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- The contractor shall ensure all deploying individuals have the required identification tags and cards.
- Upon redeployment, the contractor will ensure all issued identification cards and tags are returned to the Government.

Chapter 8

Medical Screening/Process

Chapter 8

Medical Screening/Processing

It is the responsibility of the employer to provide qualified, capable personnel to perform the contracted duties.

Just as Government personnel must pass a complete physical evaluation based on the functional requirements of the job, it is highly recommended that contractor employees have a similar evaluation. Emphasis should be placed on diagnosing cardiovascular, pulmonary, orthopedic, neurologic, endocrinologic, dermatologic, psychological, visual and auditory conditions which may preclude performing the functional requirements of the job. Additionally, contractor employees should have a thorough dental exam and complete all necessary dental work.

If glasses are required, contractor employees should deploy with two pairs of glasses with a current prescription. A written prescription should also be provided to the Army, prior to deployment if possible, so that eyeglass inserts for use in a chemical protective mask can be prepared. Wearing of contact lenses in a field environment is **not** recommended.

Contractor employees should take spare hearing aid batteries, sunglasses, and any other supplies related to their individual physical requirements. Contractor employees should deploy with a minimum 90-day supply of any required medications, obtained at their own expense. Contractor employees should review both the amount of the medication and its suitability in the foreign area with their personal physician and make any necessary adjustments before deploying.

A list of immunizations, both those required for entry into the area of deployment and those recommended by medical authorities, is produced for each deployment. This list is prepared by the Command Surgeon. Contractor employees should be appropriately immunized. Prophylactic medications, such as for malaria, may also be recommended. Depending on the area of deployment, a recent tuberculin skin test may be prudent.

For identification purposes, it is recommended that contractor employees obtain a dental panograph and/or have their DNA sampled.

As a general rule, contractor employees will **not** be eligible to receive pre-deployment medical preparation from military medical personnel. Upon deployment, if medical screening and final preparation (e.g., immunizations) are provided, they usually will occur at the deployment processing center.

□ Contractor employees should complete a thorough consultation with a personal physician before deploying as part of a military operation.

Reference: Army Regulation 40-562, Immunizations and Chemoprophylaxis, 1 November 1995.

Suggested Special Contract Requirements:

- The Contracting Officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- The Government may require medical screening at the CONUS Replacement Center to include DNA sampling and immunizations.
- For any contractor employee determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

Chapter 9

Clothing and Equipment Issue

Chapter 9

Clothing and Equipment Issue

Items of personal clothing and personal care, to include both casual attire and work clothing required by the particular assignment, are the responsibility of the individual contractor employee and will not be issued at the deployment processing center. If required by the Theater Commander, however, the deployment processing center will issue Organizational Clothing and Individual Equipment (OCIE) to contractor personnel. Contractor employees will be responsible for maintaining and returning all issued clothing and equipment. In the event that issued clothing and/or equipment is lost or damaged due to negligence, the Government may require reimbursement from their respective employer.

Appendix A includes a list of OCIE that may be available for issue at the CRC. The actual determination of items to be issued and quantities will be based on the specific circumstances of the deployment.

If required by the Theater Commander, contractor employees will also be provided protective clothing and equipment, including Nuclear, Biological, and Chemical (NBC) defensive equipment. This equipment will be issued only as necessary to perform duties during hostilities, conditions of war, or other crisis situations.

References:

(a) CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

(b) Common Table of Allowances, CTA 50-900, "Clothing and Individual Equipment."

Suggested Special Contract Requirements:

- The contractor shall ensure contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the Statement of Work.
- The Government shall provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE include battle dress uniforms, canteens, boots and other uniform items and may include Nuclear, Biological, and Chemical defensive equipment.)
- The Contracting Officer shall identify to the contractor the OCIE issue point and issue items.

- Upon receipt of OCIE, the contractor shall assume responsibility and accountability for the issued OCIE.

- The contractor or contractor employee shall sign for all issued OCIE, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued OCIE.

- The contractor shall ensure all issued OCIE is returned to the Government. Upon return of OCIE to the Government, the contractor shall be responsible for requesting, maintaining, and providing to the Contracting Officer documentation demonstrating the return of issued OCIE to Government control.

- The Contracting Officer may require the contractor to reimburse the Government for OCIE lost or damaged due to contractor negligence.

Chapter 10

Chemical Defensive Equipment Issue and Training

Chapter 10

Chemical Defensive Equipment Issue and Training

The Theater Commander will determine the requirement for equipping and training contractor personnel with Chemical Defensive Equipment (CDE). Training and equipment will be theater specific and dependent upon the threat and the nature of the duties. If required, the deployment processing center will issue equipment and provide familiarization training as part of the deployment processing. Appendix A includes a list of CDE that may be available for issue at the CRC.

□ Proper use of chemical protective equipment mask requires personnel to be clean shaven. The absence of facial hair will allow the protective mask to properly seal around the face thus protecting the wearer.

References:

(a) CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

(b) Common Table of Allowances, CTA 50-900, "Clothing and Individual Equipment."

Additional Information:

Chemical Defensive Equipment Issue and training normally will occur at the CONUS Replacement Center.

Suggested Special Contract Requirements:

- The Contracting Officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.

- The Government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

Chapter 11

Weapons and Training

Chapter 11

Weapons and Training

The Government will provide force protection for contractor personnel.

The Government may issue sidearms to contractor employees for their personal self defense. The issuance of such weapons must be authorized by the Theater Commander and must comply with military regulations regarding firearms training and safe handling. Predeployment weapons familiarization training is provided to contractor employees as part of the CRC deployment processing.

The acceptance of self-defense weapons by a contractor employee is voluntary and should be in accordance with the employer's company policy regarding possession and/or use of weapons.

Reference: Field Manual 23-35, Combat Training with Pistols and Revolvers, October 1988.

Additional Information:

Weapons issue will be preceded by weapons familiarization training. Weapons usually will be issued in the theater of operations.

Suggested Special Contract Requirements:

- The Government may choose to issue weapons for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees.
- Prior to issuing any weapons to contractor employees, the Government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.
- The contractor shall ensure its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.
- Upon redeployment or notification by the Government, the contractor shall ensure all weapons and ammunition are returned to Government control.

Chapter 12

Vehicle and Equipment Operation

Chapter 12

Vehicle and Equipment Operation

Deployed contractor employees may be required or asked to operate U. S. military owned or leased equipment such as generators and vehicles. Safe operation of military equipment is paramount and DA regulations usually mandate special training and licensing prior to operation.

Prior to operating any military owned or leased equipment, contractor employees must be properly licensed and trained. The employer or the contracting officer can arrange for the necessary training and licensing. Training and licensing is typically provided by the unit responsible for or issuing the equipment.

Operation of military leased equipment such as a rental vehicle usually requires the equivalent civilian license. For example, to operate a leased or rented sedan, a contractor employee must have a civilian driver's license; to operate a dump truck, he/she must have a civilian dump truck license.

While operating a military owned or leased vehicle, a contractor employee is subject to the local laws and regulations of the country, area, city, and/or camp in which he/she is deployed. Traffic accidents or violations usually will be handled in accordance with the local laws, the Status of Forces Agreement, if applicable, and/or Theater Commander guidance.

If a contractor employee does not enjoy special status under the Status of Forces Agreement, then he/she may be subject to criminal and/or civil liabilities. Therefore, the employee or employer may be held liable for damages resulting from negligent or unsafe operation of military vehicles and equipment. All contractor employees should determine their status and comply with the military and local requirements prior to operating military vehicles and equipment.

Reference: None.

Suggested Special Contract Requirements:

- The contractor shall ensure deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the Statement of Work.
- Prior to operating any military owned or leased equipment, the contractor employee shall provide proof of license to the Contracting Officer or his/her representative.

- The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

- The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

Chapter 13

Mission Training

Chapter 13

Mission Training

The CRC will provide mission training designed to provide deploying individuals with a basic knowledge of what they can expect once they deploy into the theater of operations. Training will cover areas such as the Geneva Conventions, Code of Conduct, Health and Sanitation, Legal Assistance, Customs and Courtesies for the area of deployment, applicable Status of Forces Agreement, Security, Weapons Familiarization and any additional training dictated by the specific circumstances of the deployment and approved by the Theater Commander.

If CRC processing is not required, contractor employees should receive training on the identified topics by their employer prior to deployment.

Reference: CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

Suggested Special Contract Requirements:

- The Contracting Officer shall identify to the contractor all required mission training and the location of the required training.
- The contractor shall ensure all deploying employees receive all required mission training.

Chapter 14

Passports/Visas

Chapter 14

Passports/Visas

Contractor employees are required to carry a valid passport at all times when deployed and traveling overseas in support of military operations. Requirements for visas will be determined by the country of deployment/travel and obtained from the appropriate embassy prior to deployment. Applications for and costs of obtaining the required passports and visas are the responsibility of the contractor employee and/or employer. Note that the official, no-fee "red" passport is for Government officials and employees only.

Reference: Code of Federal Regulations, 22 CFR, Part 51, 1 April 1995.

Suggested Special Contract Requirements:

- The contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer.

Chapter 15

Customs Processing and Entrance and Exit Requirements

Chapter 15

Customs Processing and Entrance and Exit Requirements

While entering and exiting a foreign country, contractor employees will be subject to the customs processing procedures established for that country. Entrance and exit requirements are country-specific, and will be governed by any or all of the following: foreign country's laws, applicable treaties, relevant Status of Forces Agreement, and other international agreements. Details for a contractor employee's deployment will be fully explained during the deployment processing.

If CRC processing is not required, it is the responsibility of the contractor employer to provide the relevant information to the contractor employees prior to deployment.

When returning, contractor employees will also be subject to U.S. re-entry customs requirements in effect at the time of re-entry.

Reference: CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

Additional Information: The Government normally is responsible for payment of entry and exit duties on contractor equipment required for performance. The Contractor should be encouraged to deploy with the minimum essential equipment to perform.

Suggested Special Contract Requirements:

- All contractor employees shall be subject to the customs processing procedures, laws, and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

- The Government is not responsible for payment of entry/exit duties on personal items in possession of contractor employees.

Chapter 16

Living Under Field Conditions

Chapter 16

Living Under Field Conditions

During contingency deployments, most military, DA civilians, and contractor employees will be living under field conditions. Field conditions are very different from normal civilian life and are characterized by austere and communal living and working conditions and a collective responsibility for one's living area.

Contractor employees probably will experience a general lack of privacy and have little opportunity for recreation during non-working hours. Housing usually will consist of large communal tents. Food may be pre-packaged rations; consequently, special diets may not be accommodated. Showers, if available, and latrines may be communal and primitive. Initially, there may be limited opportunities to move around. The ability to telephone home also may not be available. Mail delivery and pick-up may be delayed and laundry service may not be available.

Generally, a contractor employee's living conditions, privileges, and limitations will be equivalent to those of the units he/she is supporting unless the contract with the Government specifically mandates or prohibits certain living conditions.

While in the field environment, contractor employees will be expected to maintain a clean living area, be considerate of others and adhere to Theater Commander's rules, policies, directives, and general orders based upon mission necessity, safety, or unit cohesion.

Before deploying, each contractor employee should ensure that his/her employer thoroughly explains the terms and conditions of the contract under which he/she will be deployed and the expected field environment.

Reference: None.

Additional Information: Contractor employees will generally eat, sleep, and work with and enjoy all privileges available to Department of Defense civilian and military personnel.

Suggested Special Contract Requirements:

- The Government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.

- The contractor shall ensure its employees maintain a clean living area in accordance with guidance issued by the Theater Commander or his/her representative .

Chapter 17

Medical and Dental Care

Chapter 17

Medical and Dental Care

Military and/or host nation emergency medical and dental care will be available should the need arise, at a level commensurate with that afforded Government employees and military personnel. However, deployed contractor personnel generally do not receive routine medical and dental care at military medical treatment facilities unless this support is specifically included in the contract with the Government. In the absence of such agreements, employers should make provisions for their employees' medical and dental care. In the event that medical or dental care is provided without proper authorization by your contract, the Government may require reimbursement.

Before deploying, contractor employees should have a clear understanding of the availability of, and personal obligation to pay for, medical and dental care.

Upon return from the deployment area, if a contractor employee suspects that an illness or injury is related to the deployment, he/she should follow procedures established by his/her employer to obtain necessary medical evaluation and treatment. Any contractual entitlement to Government health care during deployment will, in most all cases, be inapplicable upon return.

Reference: Army Regulation 40-3, Medical, Dental, and Veterinary Care, 15 February 1985.

Additional Information: As a last resort, the Government may provide medical and dental care to contractor employees deployed in an area where access to nonmilitary medical and dental support is not available. The level of care provided is subject to availability.

Suggested Special Contract Requirements:

- The Government shall provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, medical care commensurate with the care provided to Department of Defense civilian and military personnel deployed in the theater of operations.
- The Contracting Officer shall annotate the authorization for medical and dental care on the Invitational Travel Orders.

Chapter 18

Morale, Welfare, Recreation, and Support Services

Chapter 18

Morale, Welfare, Recreation and Support Services

The Army offers military and eligible civilians Morale, Welfare and Recreation (MOOR) programs to enhance quality of life, enrich living and working environments, and foster a sense of community. The availability of MWR programs in the overseas theater of operation varies with the deployment location. MWR activities that may be available in military operations include: self-directed recreation (e.g., issue of sports equipment), entertainment in coordination with United Services Organization (USO) and Armed Forces Professional Entertainment Office, military clubs, unit lounges, and some types of rest centers. Contractor employees working within the theater of operations may be eligible to use some or all MWR facilities and activities subject to the installation or Theater Commander's discretion and the terms of the contract.

U.S. citizen contractor employees may be eligible for use of Army and Air Force Exchange Service (AAFES) facilities for health and comfort items. Use of these facilities will be based on the installation or Theater Commander's discretion, the terms of the contract with the Government, and the terms of the applicable Status of Forces Agreement.

U.S. citizen contractor employees providing goods and services in support of U.S. Armed Forces and DOD activities, and accompanying dependents, may be authorized use of the Military Postal Service (MPS) only where there is no United States Postal Service and when MPS use is not precluded by the terms of any agreement between the United States and the host government. Postal support will be limited to the country in which the contractor employee is performing and to the extent set forth in the employer's contract with the U.S. Government. Accordingly, the contract provisions for military postal support must be reviewed and approved by the Military Postal Service Agency.

American Red Cross services, such as emergency family communications and guidance for bereavement airfare, are also available to U.S. citizen contractor personnel in the area of operations.

Another support service available to contractor employees is the Family Support Group (FSG). The FSG is an Army-sponsored community activity to assist in developing mutual concern and care among families with deployed family members. During deployment, FSG centers assist in answering family member questions and provide help in meeting their needs. As part of the CRC processing, contractor employees will receive a toll-free number for the nearest FSG center to the employee's home. Suggested Family Deployment Criteria are located in Appendix B.

References:

(a) Army Regulation 215-1, Nonappropriated Fund Instrumentalities and Morale, Welfare, and Recreation Activities, 29 September 1995.

(b) Army Regulation 60-20, Army and Air Force Exchange Service Operations Policies, 15 December 1992.

(c) Memorandum, "Contracts Specifying Military Postal Privileges," Military Postal Service Agency, 13 July 1996.

(d) Department of Defense Directive 4526.6, "Single Manager for Military Postal Service," 5 May 1980.

(e) Department of Defense Directive 4526.6-M, "DOD Postal Manual Volume I," Appendix A, 1989.

Additional Information:

Contractor employees will generally have access to all morale, welfare, recreation, and support services available to Department of Defense civilian and military personnel. The Contracting Officer must identify and annotate the authorized services on the employees' Invitational Travel Orders.

Suggested Special Contract Requirements:

- The Contracting Officer shall annotate authorized morale, welfare, recreation (MOOR) and support services on the contractor employee's Invitational Travel Orders.

Chapter 19

Status of Forces Agreement

Chapter 19

Status of Forces Agreement

Status of Forces Agreements (SOFA) are international agreements between two or more governments that provide various privileges, immunities and responsibilities, as well as the rights and responsibilities of individual members of the sending state's force.

The United States does not have a SOFA with every country. Likewise, even when a SOFA exists, it may not adequately address the changing world environment and specific contingency operations. Moreover, SOFAs vary just like contracts vary. One SOFA may contain provisions that are applicable to contractors while another SOFA may not. Therefore, a contractor employee's status will depend upon the specific provisions of the SOFA, if any, that is applicable between the U.S. and the country of deployment at the time of deployment.

Accordingly, for SOFA purposes, contractor employees may find themselves treated in a different way from military soldiers or DOD civilian employees. Contractor employees may or may not be subject to criminal and/or civil jurisdiction of the host country to which they are deploying.

The North Atlantic Treaty Organization (NATO) SOFA is generally accepted as the model for bilateral and multilateral SOFAs between the U.S. Government and host nations around the world. The NATO SOFA covers three general classes of sending state personnel:

(a) Members of the "force," i.e., members of the armed forces of the sending state,

(b) Members of the "civilian component," i.e., civilian employees of the sending state, and

(c) "Dependents," i.e., the spouse or child of a member of the force or civilian component that is dependent upon them for support.

Under the generally accepted view of the NATO SOFA, contractor employees are not considered members of the civilian component. Accordingly, special technical arrangements or international agreements generally must be concluded to afford contractor employees the rights and privileges associated with SOFA status.

As part of the processing at the CRC, contractor employees will be briefed as to their status under the SOFA or international agreement applicable to the deployment. If CRC processing is not required, it is the responsibility of the contractor employer to provide SOFA training to the contractor employees.

□ *In case of any contradiction between the SOFA and an employer's contract with the U.S. Government, the terms and conditions of the SOFA will take precedence.*

References:

- (a) Operational Law Handbook, JA422, Judge Advocate General, 1995.
- (b) "North Atlantic Treaty Status of Forces Agreement," as amended, 9 July 1970.
- (c) "Convention on the Privileges and Immunities of the United Nations," adopted by the General Assembly of the United Nations on 13 February 1946.
- (d) "Agreement among the States Parties to the North Atlantic Treaty and the Other States participating in the Partnership for Peace regarding the Status of Their Forces, " 19 June 1995.
- (e) "SOFA - Joint Endeavor," AMC Command Counsel Briefing to AMC Operations Center, December 1995.
- (f) Memorandum, "Contractor Personnel Status vis a vis Bosnia and Hungary SOFAs," Office of the Judge Advocate General, 16 December 1995.

Suggested Special Contract Requirements:

- The contracting officer shall advise the contractor on all applicable Status of Forces Agreements (SOFA).
- The contractor shall adhere to all applicable SOFAs.

Chapter 20

Uniform Code of Military Justice

Chapter 20

Uniform Code of Military Justice

Military criminal law is defined by the Uniform Code of Military Justice (UCMJ). Military criminal law is similar to civilian criminal law in the United States. For example, most offenses which are crimes under civilian law are also crimes under military law; on the other hand, some offenses are peculiar to military law (e.g., absence without leave and violation of a lawful order). There are also similarities in the procedural rights of the accused under military law and civilian law.

UCMJ applicability is determined by the status of the individual at the time the crime was committed. Active duty soldiers are subject to the UCMJ at all times, on and off post; reserve component soldiers are subject to military law when in federal service; and civilians and contractor employees are subject to military law when serving with or accompanying an armed force only "in time of war". The United States Supreme Court has ruled "in time of war" to mean a congressionally declared war. Contractor employees will not be subject to the UCMJ in a typical contingency operation.

References:

(a) "Lack of Extraterritorial Jurisdiction Over Civilians: A New Look at an Old Problem", Military Law Review, 1995, Volume 148, Pages 114-185.

(b) United States, Appellee vs. Raymond G. Averette, Appellant, 19 USCMA 363, 41 CMR 363, 3 April 1970.

Suggested Special Contract Requirements: No special instructions necessary.

Chapter 21

Captivity, Hostile Detention and Prisoner of War Status

Chapter 21

Captivity, Hostile Detention and Prisoner of War Status

Contractor employees accompanying U.S. Armed Forces may be subject to attack incidental to an attack on a military objective. If captured by a hostile force, a contractor employee's status will depend upon the type of conflict, applicability of any international agreements and the nature of the hostile force.

The full protections granted to "prisoners of war" under the Geneva Convention Relative to the Treatment of Prisoners of War, 12 August 1949, and the Hague Convention No. IV Respecting the Laws and Customs of War on Land and the Annex Thereto Embodying Regulations Respecting the Laws and Customs of War on Land, 18 October 1907, apply only during an international armed conflict between signatories to those conventions. Accordingly, these conventions are generally inapplicable to military operations other than war.

As a result, contractor employee protections for operations other than war will depend on the specific circumstances of the operation. Contractor employees will be briefed on applicable protections and techniques for handling captivity situations as part of the CRC deployment processing.

When the U.S. is a participant in an international armed conflict, contractor employees are entitled to be protected as prisoners of war (POWs) if captured by a signatory to these conventions. To ensure proper treatment, contractor employees will be provided with an identity card, most notably the Geneva Conventions Identity Card (DD Form 489).

Details concerning contractor employees' rights as POWs will also be explained at the time of deployment. This information is provided as part of the standard deployment processing at the CRC.

References:

(a) Geneva Convention Relative to the Treatment of Prisoners of War, 12 August 1949.

(b) Hague Convention No. IV Respecting the Laws and Customs of War on Land and the Annex Thereto Embodying Regulations Respecting the Laws and Customs of War on Land, 18 October 1907.

Suggested Special Contract Requirements: No special instructions necessary.

Chapter 22

Pay

Chapter 22

Pay

A contractor employee's salary and other remuneration are subject to the terms and conditions of the employee-employer agreement. Contractor employees are not entitled to receive any special pay, cash benefits, or other financial incentives directly from the Government.

The Government is not a party to the employee-employer relationship. Any questions which contractor employees have regarding pay should be discussed with their employer.

Reference: None.

Suggested Special Contract Requirements:

- In the event the contractor must pay additional compensation to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor shall be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.

Chapter 23

Tour of Duty/Hours of Work

Chapter 23

Tour of Duty/Hours of Work

"Tour of Duty" is defined as the length of deployment. "Hours of Work" is defined as the hours worked during a normal work day. A contractor employee's Tour of Duty and Hours of Work are established by the employer and the terms and conditions of the contract between the employer and the Government.

Prior to departure, all contractor employees should clarify their Tour of Duty and Hours of Work status with their employer. Only the employer and the contracting officer can change an employee's Tour of Duty or Hours of Work. This action usually requires a modification to the contract under which the contractor employee has been deployed.

Reference: None.

Suggested Special Contract Requirements:

- The Contracting Officer shall provide the contractor with the anticipated duration of the deployment.
- The contractor, at his/her own expense, may rotate contractor employees into and out of the theater.
- The Contracting Officer shall approve all changes to personnel.
- The Contracting Officer shall provide the contractor with the anticipated daily or weekly work schedule.
- The contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative.
- The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

Chapter 24

On-Call Duty

Chapter 24

On-Call Duty

Due to the urgency of most contingencies, it may be necessary to have contractor employees "on-call." On-call requirements, therefore, will be included as special terms and conditions of an employer's contract with the Government.

Prior to departure, contractor employees should clarify any "on-call" questions with their employer.

Reference: None.

Additional Information:

The contingency environment may require contractor employees to be "on-call." The Government should make every effort to avoid this situation. If "on-call" duty can not be avoided, the Contracting Officer must ensure the contractor receives adequate compensation. However, the contractor must understand that the situation may warrant this type of duty and must make every effort to provide the necessary support. "On-Call" is defined as reasonably available to perform.

Suggested Special Contract Requirements:

- The contractor shall be reasonably available to work (i.e., "on-call") during other than "regular hours" to perform high priority tasks.
- The Contracting Officer, or his/her designated representative, will identify the parameters of "reasonable availability" and all remunerations for "on-call" duty.

Chapter 25

Workers' Compensation

Chapter 25

Workers' Compensation

Contractor employees deployed overseas to perform public work under a contract (or a subcontract) with the United States may qualify, if injured or killed while overseas, for Workers' Compensation under the Defense Base Act, depending on the specific facts of the contract covering the deployment and the precise nature of the work done. Contractor employees should therefore verify from their employer whether the employer's contract with the Government is of such a nature as to permit coverage by these federal statutes.

Where applicable, the Defense Base Act provides that the Workers' Compensation benefits of another federal statute, the Longshore and Harbor Workers' Compensation Act, shall apply with respect to any injury or death of any employee engaged in any covered situation.

The Longshore and Harbor Workers' Compensation Act is a beneficial law intended to provide a comprehensive program to compensate for partial or total disability, personal injuries, necessary medical services and medical supplies, death benefits, loss of pay, and burial expenses for persons covered by it. Compensation generally is payable irrespective of fault as a cause for the injury.

Another statute that provides Workers' Compensation benefits for contractor employees deploying overseas is the War Hazards Compensation Act. Under this act, a person injured or killed by a "war risk hazard" as defined in the law will be compensated in some respects as if he/she were a full time civilian employee of the Government. In other respects, the employee will receive the compensation required by the Longshore and Harbor Workers' Compensation Act.

Under the terms of the War Hazards Compensation Act, a person found to be missing from his/her place of overseas employment or taken as a hostage or a prisoner by a hostile force will be considered totally disabled, and will receive the commensurate disability compensation.

Pursuing benefits and remedies under these laws is up to the contractor employee and/or employer.

References:

(a) Defense Base Act, Title 42 U.S. Code, Chapter 11 [42 U.S.C. 1651-1654], "Compensation for Disability or Death to Persons Employed at Military, Air and Naval Bases Outside United States".

(b) Longshoremen's and Harbor Workers' Compensation Act, Title 33 U.S. Code [33 U.S.C. 901, et seq.].

(c) William M. O'Keefe, Appellant vs. Pan American World Airways, et al., Appellees, United States Court of Appeals, Fifth Circuit, 16 October 1964, 338 F.2d 319 (1964).

(d) Code of Federal Regulations, 20 CFR, Parts 701-704.

(e) War Hazards Compensation Act, Title 42 U.S. Code, Chapter 12, [42 U.S.C. 17011717], "Compensation for Injury, Death, or Detention of Employees of Contractors with the United States outside United States".

(f) Title 5 U.S. Code, Chapter 81 [5 U.S.C. 8101-8107, 8147], "Compensation for Work Injuries."

(g) Code of Federal Regulations, 20 CFR, Part 61, "Claims for Compensation Under the War Hazards Compensation Act".

(h) Federal Acquisition Regulation, FAR 28.305, "Overseas workers' compensation and war-hazard insurance."

(i) Federal Acquisition Regulation, FAR 28.309, "Contract clauses for workers' compensation insurance."

(j) Federal Acquisition Regulation, FAR 52.228-3, "Workers' Compensation Insurance (Defense Base Act)."

(k) Federal Acquisition Regulation, FAR 52.228-4, "Workers' Compensation and War-Hazard Insurance Overseas."

(l) DOD Federal Acquisition Regulation, DFAR 228.370, "Contract clauses."

(m) DOD Federal Acquisition Regulation, DFAR 252.228-7000, "Reimbursement for war-hazard losses. "

(n) DOD Federal Acquisition Regulation, DFAR 252.228-7003, "Capture and detention. "

(o) Federal Acquisition Regulation, FAR 31.205-19, "Insurance and indemnification."

(p) George Takara, Appellant, vs. C. F. Hanson, et al., Appellees, United States Court of Appeals, Ninth Circuit, 23 November 1966, 369 F.2d 392 (1966).

Additional Information:

The Defense Base Act, Title 42 U.S. Code, Chapter 11 [42 U.S.C. 1651-1654] "Compensation for Disability or Death to Persons Employed at Military, Air and Naval Bases Outside United States", where applicable, provides that the workers' compensation benefits of another federal statute, the Longshore and Harbor

Workers' Compensation Act (LHWCA) [33 U.S.C. 901 et seq.], shall apply mutatis mutandis with respect to any injury or death of any employee engaged in any Defense Base Act-covered employment under certain contracts. There are several instances of covered employment set forth in the Defense Base Act.

The covered situations, as listed in 42 U.S.C. 1651(a)(1) through (6), are work performed:

"(1) at any military, air or naval base acquired after January 1, 1940 by the United States from any foreign government, ... (2) upon any lands occupied or used by the United States for military or naval purpose in any Territory or possession outside the continental United States [Guantanamo, Cuba, Canal Zone], ... (3) upon any public work in any Territory or possession outside the continental United States, ... (5) under a contract approved and financed by the United States or any subcontract ... where such contract is to be performed outside the continental United States under the Mutual Security Act of 1954 ... (6) outside the continental United States by an American employer providing welfare or similar services for the benefit of the Armed Forces pursuant to appropriate authorization by the Secretary of Defense. "

Depending upon the facts of a particular case, most contractor employees deploying overseas, would be covered by 42 U.S.C. 1651(a)(4) because they are going to perform a contract outside the continental United States at places "not within the areas described in subparagraphs 1-3 of the referenced subdivision [42 U.S.C. 1651(a)(1)-(3)]. Subsection (a)(4) provides with respect to any injury or death of any employee engaged in any employment:

"(4) under a contract entered into with the United States or any executive department, independent establishment or agency thereof ... or any subcontract or subordinate contract with respect to such contract, where such contract is to be performed outside the continental United States and at places not within the areas described in subparagraphs 1-3 of this subdivision, for the purpose of engaging in public work, and every such contract shall contain provisions requiring that the contractor (and subcontractor or subordinate contractor with respect to such contract) (1) shall before commencing performance of such contract, provide for securing to or on behalf of employees engaged in such public work under such contract the payment of compensation and other benefits under the provisions of this chapter [i.e. Longshore and Harbor Workers' Compensation Act] and (2) shall maintain in full force and effect during the term of the contract ... or which employees are engaged in work performed thereunder, the said security for the payment of such compensation "

irrespective of the place where the injury or death occurs, and shall include any injury or death occurring to any such employee during transportation to or from his place of employment, where the employer or the United States provide the transportation or the cost thereof.

The key issue for subsection (a)(4) employees is: are they deploying outside the continental United States for the purpose of engaging in "public work" as defined in the Defense Base Act? That depends on the factual nature of the work to be performed, but many contractor employees deploying will arguably be performing "public work" and thus be covered. The death of a government contractor's recreation supervisor on Grand Turk Island in a scooter accident while returning home from social visit after regular working hours arose out of scope and in course of employment and his death was compensable to his widow under 42 U.S.C. 1651(a)(4) and thus under Defense Base Act and Longshore and Harbor Workers' Compensation Act, because decedent was on Grand Turk Island as an employee of Pan American under a government contract for a Cape Canaveral missile tracking project, and Grand Turk had a tracking station. See O'Keefe v. Pan American World Airways, Inc., 338 F.2d 319 (1964), cert. denied, 380 U.S. 951.

The Defense Base Act defines "public work" to mean:

"any fixed improvement or any project, whether or not fixed, involving construction, alteration, removal or repair for the public use of the United States or its allies, including but not limited to projects or operations under service contracts and projects in connection with the national defense or with war activities, dredging, harbor improvements, dams, roadways, and housing, as well as preparatory and ancillary work in connection therewith at the site or on the project. " [42 U.S.C. 1651(b)(1)]

The term "allies" is defined also in the Defense Base Act. It means "any nation with which the United States is engaged in a common military effort" [42 U.S.C. 1651(b)(2)]. "War activities" is defined in the Defense Base Act as "activities directly related to military operations" [42 U.S.C. 1651(b)(3)]. Each determination will be factually based on the exact nature of the contract performed or to be performed.

The Longshore and Harbor Workers' Compensation Act [33 U.S.C. 901 et seq.] is incorporated by reference into the Defense Base Act. The LHWCA is a beneficial law intended to provide a comprehensive scheme to compensate workers for partial or total disability; personal injuries; necessary medical services and medical supplies; death benefits; loss of pay; and burial expenses for persons covered by it. "Compensation shall be payable irrespective of fault as a cause for the injury". [33 U.S.C. 904(b)] There is a well established body of case law interpreting the LHWCA. Thus any contractor employee covered by 42 U.S.C. 1651(a)(4) injured or killed while deployed overseas for the purpose of performing "public work" will receive these benefits.

In 20 CFR, Parts 701-704, the U.S. Department of Labor has issued detailed regulations concerning the implementation of the Defense Base Act and the LHWCA. The Regulations set forth the rules applicable to the filing, processing, and payment of claims for reimbursement and workers' compensation benefits under the Defense Base Act and LHWCA. The Regulations also describe the statutory and administrative framework within which such claims are processed by the Department of Labor.

Another statute that provides benefits for contractor civilian employees deploying abroad, to places such as former Yugoslavia, is the War Hazards Compensation Act (WHCA) [42 U.S.C. 1701-1717]. Certain civilian contractor employees, deploying abroad to perform certain work under a contract (or a subcontract) with the United States, if injured or killed or taken prisoner while abroad, will qualify in certain instances for compensation.

"In case of injury or death resulting from injury -

(1) to any person employed by a contractor with the United States, if such person in an employee specified in Chapter 11 of this Title [Defense Base Act, see above], and no compensation is payable with respect to such injury or death under such chapter; or (2) to any person engaged by the United States under a contract for his personal services outside the continental United States ... or (3) to any person employed outside the continental United States as a civilian employee paid from nonappropriated funds administered by the Army and Air Force Exchange Service ... or conducted for the mental, physical and morale improvement of personnel of the Department of Defense and their dependents or (4) to any person who is an employee specified in section 1651(a)(5) of this title [Mutual Security Act situations] or (5) to any person employed or otherwise engaged for personal services outside the continental United States by an American employer providing welfare or similar services for the benefit of the Armed Forces ... and such injury proximately results from a war-risk hazard whether or not such person then actually was engaged in the course of his employment, the provisions of subchapter 1 of chapter 81 of Title 5 ... shall apply as if the person so employed were a civil employee of the United States and were injured while in the performance of his duty, and any compensation found to be due shall be paid from the compensation fund established pursuant to section 8147 of Title 5."

The crucial issue then becomes for a person who arguably fits such descriptions, is the injury from a "war risk hazard"? The WHCA defines a "war-risk hazard" broadly, and includes

"any hazard arising during ... an armed conflict in which the United States is engaged, whether or not war has been declared or during an armed conflict between military forces of any origin occurring within any country in which a person covered by this chapter is serving, from ... the use of any weapon, explosive or other noxious thing by a hostile force or person or in combating an attack or an imagined attack by a hostile force or person or action of a hostile force or person or ... the operation of vessels or aircraft in a zone of hostilities" [42 U.S.C. 1711(b)]

A person covered by the WHCA and injured or killed by a "war risk hazard" will be treated as if he were a full time civilian employee of the United States Government in some respects, but in other respects, the employee will receive the compensation required by the LHWCA. [42 U.S.C. 1702]

A person covered by the WHCA and found to be missing from his place of overseas employment or taken as a hostage or a prisoner by a hostile force will

be considered totally disabled, and receive the commensurate disability compensation. [42 U.S.C. 1701(b)]

An interesting feature of the WHCA is that the cost for benefits paid under the WHCA by the contractor-employer to a covered person who is injured, taken prisoner or killed by a "war risk hazard" may be reimbursed to the contractor-employer by a special employees' compensation fund. The WHCA act provides in part [42 U.S.C. 1704(a)]:

"Where any employer or his insurance carrier or compensation fund pays or is required to pay benefits ... to any person or fund on account of injury or death of any person coming within the purview of this subchapter [WHCA] or chapter 11 of this title [Defense Base Act], if such injury or death arose from a war-risk hazard ... or ... to any person by reason of an agreement approved or authorized by the United States under which a contractor with the United States has agreed to pay workmen's compensation benefits or benefits in the nature of workmen's compensation benefits to an injured employee or his dependents on account of detention by a hostile force or on account of injury or death arising from a war risk hazard, such employer, carrier, or fund shall be entitled to be reimbursed for all benefits so paid or payable, including funeral and burial expenses, medical, hospital or other similar costs for treatment and care. Claim for such reimbursement shall be filed with the Secretary [of Labor] under regulations promulgated by him, and such claims, or such part thereof as may be allowed by the Secretary [of Labor], shall be paid from the compensation fund established under section 8147 of Title 5.... The Secretary [of Labor] may also ... use any private facilities, or such Government facilities as may be available, for the treatment or care of any person entitled thereto.

The Fund established under 5 U.S.C. 8147 is administered by the Secretary of Labor, which consists of sums "that Congress, from time to time, may appropriate for or transfer to it.... The Fund is available without time limit for the payment of compensation and other benefits.... "

In 20 CFR Part 61, the U.S. Department of Labor has issued regulations concerning the implementation of the WHCA. 20 CFR, Part 61 sets forth the rules applicable to the filing, processing, and payment of claims for reimbursement and workers' compensation benefits under the WHCA. The regulations also describe the statutory and administrative framework within which claims under the WHCA are processed by the Department of Labor.

FAR 28.305(c) provides:

"When the Defense Base Act applies ..., the benefits of the Longshoremen's and Harbor Workers' Compensation Act are extended through the operation of the War Hazards Compensation Act ... to protect the employees against the risk of war hazards (injury, death, capture, or detention). When by means of an insurance policy or a self-insurance program, the contractor provides the workers' compensation coverage required by the Defense Base Act, the contractor's employees automatically receive war-hazard risk protection."

The Defense Base Act itself [42 U.S.C. 1651(e)] and FAR 28.305(d) provides that the head of the relevant agency can recommend to the Secretary of Labor that the Secretary of Labor waive the applicability of the Defense Base Act to "any contract, subcontract, work location, or classification of employees. " It is left to the complete discretion of the Secretary of Labor as to when or whether to grant a waiver. [42 U.S.C. 1651(e)] "If the Defense Base Act is waived for some or all of the contractor's employees, the benefits of the War Hazards Compensation Act are automatically waived with respect to those employees for whom the Defense Base Act is waived." [FAR 28.305(e)]

In cases of waiver of the Defense Base Act, as described above, the FAR requires:

"the contractor shall provide workers' compensation coverage against the risk of work injury or death and assume liability toward the employees and their beneficiaries for war hazard injury, death, capture or detention. The contract shall provide either that the costs of this liability or the reasonable costs of insurance against this liability shall be allowed as a cost under the contract." [FAR 28.305(e)]

FAR 28.309 directs the contracting officer how to handle contract clauses for these situations:

"(a) The contracting officer shall insert the clause at 52.228-3 Workers' Compensation Insurance (Defense Base Act) in solicitations and contracts when the Defense Base Act applies and the contract will be a public work contract performed outside the United States... " or "(b) The contracting officer shall insert the clause at 52.228-4, Workers' Compensation and War Hazard Insurance Overseas, in solicitations and contracts when the contract will be a public work contract performed outside the United States and the Secretary of Labor waives the applicability of the Defense Base Act ."

As prescribed in FAR 28.309(a) and 52.228-3, the contract officer should insert the following clause in solicitations and contracts when the Defense Base Act applies and the contract will be a public work contract performed outside the United States:

"Workers' Compensation Insurance (Defense Base Act) (Apr 1984)

The Contractor shall (a) provide before commencing performance under this contract, such workers' compensation insurance or security as the Defense Base Act (42 U.S.C. 1651 et seq.) requires and (b) continue to maintain it until performance is completed. The Contractor shall insert, in all subcontracts under this contract to which the Defense Base Act applies, a clause similar to this clause (including this sentence) imposing upon those subcontractors this requirement to comply with the Defense Base Act. " [FAR 52.228-3]

As prescribed in FAR 28.309(b) and 52.228-4, the contract officer should insert the following clause in solicitations and contracts when the Defense Base

Act has been waived by the Secretary of Labor and the contract will be a public work contract performed outside the United States:

"(b) This paragraph applies if the Contractor or any subcontractor under this contract employs any person who, but for a waiver granted by the Secretary of Labor, would be subject to the War Hazards Compensation Act (42 U.S.C. 1701 et seq.). On behalf of employees for whom the applicability of the Defense Base Act (and hence that of the War Hazards Compensation Act) has been waived, the Contractor shall, subject to reimbursement as provided elsewhere in this contract, afford the same protection as that provided in the War Hazards Compensation Act, In all other respects, the standards of the War Hazards Compensation Act shall apply, e.g., the definition of war hazard risks (injury, death, capture or detention as the result of a war hazard as defined in the Act), proof of loss, and exclusion of benefits otherwise covered by workers' compensation insurance or the equivalent.... The Contractor shall insert, in all subcontracts under this contract to which the War Hazards Compensation Act would apply but for the waiver, a clause similar to this paragraph (b) (including this sentence) imposing upon those subcontractors this requirement to provide war hazard benefits. " [FAR 52.228-4(b)]

As prescribed in DFAR 228.370(a), the DFAR 252.228-7000 clause should be added to the contract for reimbursement for war hazard losses making them allowable contract costs when FAR 52.228-4 is used and the head of the contracting activity decides not to allow the contractor to buy insurance for war hazard losses.

As prescribed in DFAR 228.370(d), the DFAR 252.228-7003 clause "Capture and Detention" should be added to the contract when the contractor employees are subject to capture and detention and may not be covered by the WHCA. DFAR 252.228-7003 provides the following:

"If pursuant to an agreement entered into prior to capture, the Contractor is obligated to pay and has paid detention benefits to a captured person, or the person's dependents, the Government will reimburse the Contractor"

Suggested Special Contract Requirements: No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

Chapter 26

Hostage Aid

Chapter 26

Hostage Aid

When and where the Secretary of State, in consultation with the Secretary of Labor, declares that U. S. citizens or resident aliens of the United States rendering service overseas have been placed in a "captive" status as a result of a "hostile action" against the U.S. Government, a wide range of benefits accrue to that person and that person's dependents. For example, captives can continue to receive their full pay. Captives can claim some, but not all, of the benefits of the Soldiers' and Sailors' Civil Relief Act. A person designated as a captive or his/her family members are eligible for physical and mental health care benefits at U.S. Government expense. A spouse or unmarried dependent of a designated captive is eligible for certain education benefits. If a designated captive ultimately dies from hostile action caused by his/her relationship to the U.S. Government, the Secretary of State may provide death benefits to the captive's survivors.

Any person possibly affected (e.g., family members and dependents) may petition the Secretary of State to make the declaration of coverage. Pursuing benefits and remedies under these laws is up to the contractor employee and/or the employee's family members, dependents or employer.

References:

(a) Victims of Terrorism Compensation Act, Title 5 U.S. Code [5 U.S.C. 5569- 5570].

(b) Code of Federal Regulations, 22 CFR, Part 192, "Victims of Terrorism Compensation. "

(c) Soldiers' and Sailors' Civil Relief Act, Title 50 U.S. Code [50 U.S.C. app. 501, et seq.].

Additional Information:

The Victims of Terrorism Compensation Act (VTCA) codified at 5 U.S.C. 5569-5570, and its implementing regulations, 22 CFR, Part 192, provide that the Secretary of State, in consultation with the Secretary of Labor, shall declare when and where persons in the U. S. Civil Service or a citizen or resident alien of the United States rendering personal service abroad to the United States similar to the services of a member of the Civil Service, as a result of "hostile action" abroad, have been placed in a "captive" status as a result of such person's relationship to the U.S. Government. [22 CFR 192.1(a)]

"Captive" means a missing status which arises because of a hostile action and is a result of the individual's relationship with the Government [22 CFR, Parts 192.3(d) and (e)]. In any particular case, the determination of whether "hostile action" for the purpose of the VTCA is involved is left to the Secretary of State's discretion.

An individual rendering personal service to the United States similar to the service of any individual in the Civil Service is defined in the regulations to include "contract employees and other individuals fitting that description" [22 CFR, Part 192.3(g)]. However, all Department of Army civilian employees (DACs) deployed abroad, and non-DACs in specialized personal service contract arrangements (such as translators) are often "contract employees", within the meaning of the VTCA and may be covered by the VTCA.

Designated captives can continue to receive their full pay [22 CFR, Part 192.11]. Captives can claim many of the benefits of the Soldiers' and Sailors' Civil Relief Act (50 U.S.C. app. 501 et seq.) [22 CFR, Part 192.21]. A person designated captive or his/her family members are eligible for physical and mental health care benefits at U.S. Government expense [22 CFR, Part 192.31]. A spouse or unmarried dependent of a designated captive is eligible for certain education benefits [22 CFR, Part 192.40]. If a designated captive ultimately dies from hostile action caused by his/her relationship to the U. S. Government, the Secretary of State may provide death benefits to the captive's survivors [22 CFR, Part 192.51].

The Soldiers' and Sailors' Civil Relief Act provides that civil lawsuits and other actions can be stayed pending a soldier's absence. Generally, this Act applies only to "persons in the military forces" [50 U.S.C. app. 51191)]. However, the VTCA provides captives to be treated as if they were persons in the military forces for many purposes. As a result of the VTCA, the captive's long-term absence does not impair his/her rights under civil law or procedure.

Suggested Special Contract Requirements:

No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

Chapter 27

Veterans' Benefits

Chapter 27

Veterans' Benefits

In very limited cases, an established group of civilian employees or contract workers, providing service to the United States in a manner that is determined to be active military service, can receive veterans' benefits.

The Secretary of Defense makes this determination after finding that such a group fulfills the statutory requirements. In making the determination, the Secretary of Defense may take into consideration the extent to which:

(a) such a group received military training and acquired a military capability or the service performed by such group was critical to the success of a military mission,

(b) the members of such a group were subject to military justice, discipline and control,

(c) the members of such a group were permitted to resign,

(d) the members of such a group were susceptible to assignment for duty in a combat zone, and

(e) the members of such a group have reasonable expectations that their service would be considered active military service.

Pursuing benefits and remedies under these laws is up to the contractor employee and/or employer.

References:

(a) Public Law 95-202 as amended by Public Law 96-466 and 102-83, Active Duty Service for Civilian and Contractor Groups [Veterans' benefits for Certain Contractor Groups' Service].

(b) Title 38 U.S. Code, Chapter 1 [38 U.S.C. 106], "Certain service deemed to be active service."

(c) Code of Federal Regulations, 32 CFR, Part 47.

Additional Information:

Public Law 95-202 as amended by Public Law 96-466 and Public Law 102-83, codified at 38 U.S.C. 106 annotation, as amended, provides that in certain limited cases, an established group of civilian employees or contract workers,

who provided service to the United States in a manner considered active military service, can be designated to receive veterans' benefits. Before a group of persons can receive Veterans' benefits, the group must be declared by the Secretary of Defense to be such a group that fulfills the statutory requirements.

In 32 CFR, Part 47, the Secretary of Defense has issued regulations concerning the implementation of Public Law 95-202 as amended by Public Law 96-466 and Public Law 102-83, codified at 38 U.S.C. 106 annotation. 32 CFR Part 47 sets forth the rules applicable to the filing, processing, and deciding group claims for designation as a contractor group qualified to receive veterans' benefits.

Suggested Special Contract Requirements: No special instructions necessary.

Chapter 28

Health and Life Insurance

Chapter 28

Health and Life Insurance

The Army has no statutory obligation to provide a contractor employee with any health and/or life insurance as a result of the overseas deployment. Unless identified in the contract, the Army is not obligated to contribute to the cost of an employee's health and/or life insurance.

Health and life insurance policies often contain a "war risk" clause that may adversely affect benefits under the policy while deployed overseas.

The contractor employee and/or the contractor employer on behalf of the employee may obtain health and/or life insurance without "war risk" clauses from the private commercial market. This decision is between the contractor employee and employer.

It is the contractor employee and/or employer's responsibility to ascertain, whether, and to what extent, if any, the benefits of the health and/or life insurance policy may be adversely affected by the deployment. Furthermore, it is the responsibility of the contractor employee and/or employer to decide what remedial actions can or should be taken as a result.

Protecting or pursuing health and/or life insurance benefits and remedies under individual or corporate insurance policies is up to the contractor employee and/or employer.

Reference: None.

Additional Information:

The Contracting Officer may include, as part of the contract, requirements for the contractor to provide supplemental health and life insurance to contractor employees.

Suggested Special Contract Requirements:

- The contractor shall ensure that health and life insurance benefits provided to its deploying employees are applicable in the theater of operations.

Chapter 29

Next of Kin Notification

Chapter 29

Next of Kin Notification

In the event that a DA contractor employee assigned or deployed Outside the Continental United States (OCONUS) dies or becomes missing, DA will personally notify the employee's primary and secondary next of kin. If the contractor employee becomes seriously ill or injured, the DA will telephonically notify the employee's primary next of kin.

Notification actions by DA are dependent upon each contractor employee completing, and updating as necessary, the DD Form 93 (Record of Emergency Data Card). As a part of deployment processing at the designated CRC, contractor employees will be asked to complete this form. A copy will be maintained at the CRC; a copy will be forwarded to the DA Casualty and Memorial Affairs Operations Center (CMAOC); and a copy will be hand carried by the contractor employee to the theater of operations. The employee must ensure that the next of kin information is accurate and complete. Telephone numbers should be provided for each next of kin listed on the DD Form 93. If a contractor employee has not completed a DD Form 93 during deployment processing, the employee should ask appropriate management personnel for guidance.

In some cases, the contractor employer may send a company representative to accompany the Army notification officer. The contractor employer representative may also assist the next of kin in obtaining and applying for appropriate benefits and entitlements.

Reference: Army Regulation 600-8-1, Army Casualty Operations/Assistance/Insurance, 20 October 1994.

Suggested Special Contract Requirements:

- Prior to deployment, the contractor shall ensure each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

Chapter 30

Return Processing Procedure

Chapter 30

Return Processing Procedures

Upon completion of the deployment, or other authorized release, the Government will, in accordance with Invitational Travel Orders, provide contractor employees transportation from the theater of operations to the location from which they deployed, unless otherwise directed.

In most instances, the CRC which prepared the contractor employees for deployment will serve as the return processing center. The CRC is responsible for assisting the return of identified contractor employees and ensuring employee protection, privacy, and transition from the deployment area to home.

At the return processing center, contractor employees will be required to return any issued clothing and equipment. Contractor employees may also receive a post-deployment medical briefing on signs and symptoms of diseases to watch for, such as tuberculosis.

The amount of time spent at the return processing center will be the minimum required to complete the necessary administrative procedures.

Transportation of contractor employees from the return processing center to the home destination is the employer's responsibility. Government reimbursement to the employer for travel will be determined by the contract.

Reference: CONUS Replacement Center (CRC) Handbook, Department of the Army, 1 June 1994.

Additional Information:

If CRC processing is required for redeployment, the Contracting Officer will identify the location of the CRC, issue Invitational Travel Orders to the contractor, and identify the logistical support, if any, provided by the Government at the CRC.

Suggested Special Contract Requirements:

- Upon notification of redeployment, the Contracting Officer shall provide the contractor with Invitational Travel Orders authorizing travel from the theater of operations to the designated CONUS Replacement Center (CRC).
- The contractor shall ensure all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control.

- The contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

Appendix A

Preparation for Deployment

Appendix A

Preparation for Deployment

1. The following OCIE items may be issued to the contractor employees at the CRC. All issued items must be returned to the CRC.

a. Battle Dress Uniform:

- Coat - Trousers
- Hat - Boots

b. Individual Equipment:

- Canteens - Belt
- Duffle Bag - Sleeping Bag
- Blankets - Waterproof Bags
- First Aid Case

c. Chemical Defense Clothing and Equipment:

- Protective Mask and Optical Inserts
- Overgarments, Chemical
- Hood, Protective Mask
- Overshoes
- Gloves with inserts
- Decontaminating Kit

d. Extreme Weather Clothing and Equipment: Appropriate clothing and equipment will be issued based on the weather conditions in the theater of operations.

2. The following items must be obtained prior to deployment. The recommended source or responsibility for providing each item is also provided.

<u>Item</u>	<u>Responsibility</u>
- Uniform Services Identification Card (DD Form 1173).....	CRC
- Geneva Conventions Identity Card (DD Form 489).....	CRC
- Passport.....	Employee/Employer
- Visa (if required).....	"
- Immunization Shots (if required).....	"
- Dental Panograph (if required).....	"
- DNA Sampling (if required).....	"
- HIV Testing (if required).....	"

3. The following items are recommended prior to deployment:

<u>Item</u>	<u>Responsibility</u>
- Personal Identification Tags ("dog tags")	CRC
- Record of Emergency Data (DD Form 93)	CRC
- Applicable SOFA Training.....	CRC/Employer
- Understanding of Specific Contract Restrictions and Privileges.....	Employee/Employer
- Personal Will	Employee
- Power of Attorney.....	"
- Family Care Plan	"
- Direct Deposit.....	"
- Physical Exam	Employee/Employer
- Review/Update of Health and Life Insurance	"
- Personal Medications (90 day supply)	Employee
- Medical Tags	"
- Extra Pair of Eye Glasses	"
- Personal Hygiene Items (tooth paste, deodorant, etc.)	"
- Disposable Razors/Shaving Kit	"
- Towels and Wash Cloths	"
- Shower Shoes	"
- Underwear (enough for 2 weeks)	"
- Socks (to be worn with boots)	"
- Safety Shoes (if required)	"
- Sewing Kit	"
- Zip Lock~ Bags (various sizes)	"
- Telephone Calling Card	"
- Personal Credit Card	"
- Stationery and Stamps	"
- Radio (battery powered) FM/Short Wave	"
- Extra Batteries	"
- Swiss Army~ Pocket Knife	"
- Extra Civilian Clothes (5 sets - 2 for casual, 3 for work)..	"
- Blank Checks (Banking facilities may or may not be available)	"
- Local Currency	"

Appendix B

Family Deployment Criteria

Appendix B

Family Deployment Criteria

1. Army Community Services recommends that deploying individuals consider the following issues and take appropriate action to resolve any identified problems prior to deployment.

a. Medical

- (1) Are immunizations for each member of the family up to date?
- (2) Where are the health and dental records for each member of the family?
- (3) Who should be contacted if medical assistance is needed?
- (4) Where are your civilian medical insurance policies?
- (5) Do family members know the procedures for filing medical insurance claim forms?

b. Finance

- (1) Will there be money available to your dependents, if any, on a continuing basis during your deployment?
- (2) Is there an allotment to be sent to the family or bank, or have you initiated direct deposit?
- (3) Will the allotment or direct deposit provide for all the necessities to maintain a household?
- (4) If the family plans to move away from the area during the deployment, is there money for this move?
- (5) What types of accounts does the family have and with what banks?
- (6) Where are the bank books and account numbers?
- (7) Does the family have a safety deposit box? If so, where are the box and key located?
- (8) Are all credit card numbers written down and in a safe place? What are the companies' numbers and addresses in case of loss or theft?
- (9) Is your spouse prepared to take complete control of the bank accounts?
- (10) What payments must be made when and to whom (account number, address and phone number) for the following?
 - Mortgage/rent
 - Water and sewage
 - Trash
 - Taxes
 - Credit Cards
 - Childcare
 - Telephone
 - Electricity
 - Insurance
 - Gas (Home heating/cooking)
 - Other debts (automobile payments, furniture, etc.)
 - Investments
- (11) Do savings bonds have payable on death (POD) designation?

c. Transportation/Automobile

- (1) Is your spouse familiar with the maintenance and other responsibilities of the automobile?
- (2) What is the name and address of the company holding the lien?
- (3) Where is the vehicle's title? Is the registration or a copy in the vehicle? Is it in both names?
- (4) Is the vehicle insurance information in the car?
- (5) Is your spouse insured to drive the vehicle?
- (6) When is the renewal date for the license plates and safety inspection?
- (7) Does your spouse have a valid driver's license and when does it expire?
- (8) Is a duplicate set of keys available? Where?
- (9) Is your spouse able to make emergency repairs on the car if the situation arises (overheating, flat tire, dead battery, etc.)?
- (10) If your spouse doesn't have a vehicle or is not licensed to drive, what transportation arrangements have been made?
- (11) Who can be called for emergency transportation?

d. Housing

- (1) Does your spouse know where and how to use the following?
 - Electrical control box
 - Water control valve
 - Gas control valve
- (2) Does the family have a duplicate set of house keys?
- (3) Does your spouse know where warranties/service contracts are kept on all major appliances?

e. Legal/Administrative

- (1) Does your spouse have power of attorney to take necessary action on important matters and special situations in your absence?
- (2) Have you made provision for unresolved matters (e.g., pending adoption, property settlement, etc.)?
- (3) Where are the powers of attorney kept?
- (4) Does the family have a copy of everyone's birth certificate?
- (5) Does your spouse have a copy of your marriage certificate?
- (6) Does your spouse know your Social Security number?
- (7) Are there copies of any adoption papers, divorce decrees or court orders awarding custody of children? If so, where are they kept?
- (8) Are provisions made for guardianship of minor children?
- (9) Does everyone in the family above age 2 have a Social Security number?
- (10) Does your spouse have copies of federal and state tax records?
- (11) Where are the insurance policies kept?
- (12) Are family members aware of benefits/entitlements from your employer and the Government?

- (13) Does your spouse know where all real estate deeds are located?
- (14) Does your spouse know where the stocks, bonds, or securities are kept?
- (15) Have you prepared an inventory of all personal and real property assets?
- (16) Are all important papers safeguarded?
- (17) Do both you and your spouse have up-to-date wills? Where are they kept?
- (18) Do you have a burial plan? What family members/close friends are aware of your wishes?
- (19) A checklist of important documents that should be available during your absence includes the following:
 - Marriage certificate
 - Divorce decrees
 - Automobile tag/registration
 - Wills/burial plan
 - Powers of attorney
 - Insurance policies (automobile, life, home, health, etc.)
 - Adoption papers
 - Letters of naturalization
 - Passports
 - Immunization records
 - Bank books, savings accounts, credit union accounts and loan accounts
 - Copy of housing lease/mortgage
 - Stocks, bonds and other securities
 - Credit cards, installment contracts, debts, and bills of sale
 - Federal and state income tax records
 - Real estate and personal property tax records

2. The families of deployed individuals should always know emergency telephone numbers for the ambulance, police, fire department, poison control center, and family practice clinic or doctor. They should also know the individual's specific work organization and supervisor's phone number.



Appendix C

Contractor Employee Checklist

Appendix C

Contractor Employee Checklist

<u>ITEMS/TASKS</u>	YES	NO
Chemical Defense Equipment		
Issue	_____	_____
Training	_____	_____
Battle Dress Uniform Issue.	_____	_____
Individual Equipment Issue.	_____	_____
Identification	_____	_____
ID Card (DD Form 1173).	_____	_____
Geneva Conventions Card (DD Form 489)	_____	_____
Personal ID Tags	_____	_____
Record of Emergency Data (DD Form 93)	_____	_____
Passport	_____	_____
Visa (if required).	_____	_____
Immunization Shots.	_____	_____
Required	_____	_____
Recommended	_____	_____
Dental Panograph (if required).	_____	_____
DNA Sampling (if required).	_____	_____
HIV Testing (if required)	_____	_____
Applicable SOFA Training.	_____	_____
Specific Contract Review.	_____	_____
Personal Will	_____	_____
Power of Attorney	_____	_____
Family Care Plan.	_____	_____
Direct Deposit.	_____	_____
Review/Update Health and Life Insurance	_____	_____
Physical Exam	_____	_____
Personal Medications (90 day supply).	_____	_____
Extra Pair of Eye Glasses	_____	_____
Personal Hygiene Items.	_____	_____
Disposable Razors/Shaving Kit	_____	_____
Towels and Wash Cloths.	_____	_____
Shower Shoes	_____	_____
Underwear (enough for 2 weeks).	_____	_____
Socks (to be worn with boots)	_____	_____
Safety Shoes (if required).	_____	_____
Sewing Kit.	_____	_____
Zip Lock® Bags (various sizes).	_____	_____

<u>ITEMS/TASKS (continued)</u>	YES	NO
Telephone Calling Card	_____	_____
Personal Credit Card	_____	_____
Stationery and Stamps.	_____	_____
Radio (battery powered).	_____	_____
Extra Batteries.	_____	_____
Swiss Army® Pocket Knife	_____	_____
Extra Civilian Clothes	_____	_____
Blank Checks	_____	_____
Local Currency	_____	_____



Appendix D

List of Acronyms

Appendix D

List of Acronyms

AAFES	Army and Air Force Exchange Service
AMC	Army Materiel Command
CDE	Chemical Defensive Equipment
CMAOC	Casualty and Memorial Affairs Operation Center
CONUS	Continental United States
COR	Contracting Officer's Representative
CRC	CONUS Replacement Center
DA	Department of Army
DOD	Department of Defense
IDS	Individual Deployment Site
ITO	Invitational Travel Order
LSE	Logistics Support Element
MPS	Military Postal Service
MWR	Morale, Welfare and Recreation
NATO	North Atlantic Treaty Organization
NBC	Nuclear, Biological and Chemical
OCIE	Organizational Clothing and Individual Equipment
OCONUS	Outside Continental United States
POW	Prisoner of War
SOFA	Status of Forces Agreement
SOW	Statement of Work
UCMJ	Uniform Code of Military Justice
U. N.	United Nations
USO	United Services Organization

Appendix E

**Compilation of Suggested
Special Contact Requirements**

Appendix E

Compilation of Suggested Special Contract Requirements

This appendix addresses the deployment of contractor personnel into the theater of operations in support of a contingency. It offers suggested special contract considerations for inclusion in Section H, Special Contract Requirements, of contracts between the Government and contractors. The suggestions cover areas not discussed in current Federal and Department of Defense Acquisition Regulations. The suggestions are intended for use by a Contracting Officer to either modify an existing contract or prepare a new contract to ensure continued performance during a contingency. Additional background material for these suggestions are provided in the main body of this guide.

This appendix does not address the deployment of contractor personnel supporting a contingency operation when they are deployed outside of the defined theater of operations. For example, deployments to Germany to support operations in Bosnia are generally not covered by the suggested contract considerations provided in this appendix. Instead, this type of deployment may be more appropriately addressed under the standard contract "Changes" clause as a change to the place of performance or delivery.

The suggested contract considerations provided in this appendix are not all inclusive nor are all items required for all situations. The Contracting Officer must determine which to use based upon the situation and be cognizant of their cost implications. Each contingency evolves differently; the Theater Commanders issue different guidance impacting on the deployment of contractors into their theater of operations. Often, the Contracting Officer will need clarification on specific requirements applicable to their contract. Within the U.S. Army Materiel Command, Contracting Officers may seek necessary clarification through the Headquarters, U.S. Army Materiel Command Operations Center.

The suggestions have been grouped and ordered according to the general category layout found in the body of the Contractor Deployment Guide. Additional miscellaneous contract requirements are provided at the end of the appendix.

1. INTRODUCTION

- In the event of a declared "contingency," as provided by law or otherwise, the Government may direct the contractor to perform in support of the declared contingency. Support may be performed in the identified contingency area of operations, also known as theater of operations, or in support of the contingency but not in the area of operations. In the event the contractor deploys individuals into the area of operations in support of a declared contingency, the following terms and conditions will apply. *[The Contracting Officer should attach all appropriate special contract requirements to ensure performance during a contingency, as suggested below.]*

2. COMMAND AND CONTROL

- The contractor shall ensure that all contractor employees adhere to all guidance and obey all instructions and general orders applicable to U.S Armed Forces and Department of Defense (DOD) civilians and issued by the Theater Commander or his/her representative. This will include any and all guidance and instructions issued based upon the need to ensure mission accomplishment, safety, and unit cohesion.

- The contractor shall comply, and shall ensure all deployed employees and agents comply, with pertinent Department of Army and Department of Defense directives, policies, and procedures, as well as federal statutes, judicial interpretations and international agreements (e.g., Status of Forces Agreements, Host Nation Support Agreements, etc.) applicable to U.S. Armed Forces or U.S. citizens in the area of operations. Disputes will be resolved by the Contracting Officer.

- The contractor shall take reasonable steps to ensure the good conduct of its employees.

- The contractor shall promptly resolve, to the satisfaction of the Contracting Officer, all contractor employee performance and conduct problems identified by the cognizant Contracting Officer or his/her designated representative.

- The Contracting Officer may direct the contractor, at the contractor's expense, to remove or replace any contractor employee failing to adhere to instructions and general orders issued by the Theater Commander or his/her designated representative.

3. LOGISTICS SUPPORT ELEMENT

- The contractor shall place all employees deploying to support this contract under administrative attachment to the designated Logistics Support Element.

- The Contracting Officer shall provide the contractor with all required reporting instructions and procedures.

- The contractor shall comply with reporting instructions issued by the Logistics Support Element Commander.

4. LEGAL ASSISTANCE

- The Government shall provide, while contractor employees are processing for deployment at the CONUS Replacement Center (CRC) or deployed in the theater of operations, legal assistance in accordance with the following conditions:

- a) The legal assistance is in accordance with applicable international agreements.
- b) The legal assistance is ministerial in nature consisting of legal review and discussion of legal documentation, legal document preparation, and assistance in retaining civilian lawyers.

5. CENTRAL PROCESSING AND DEPARTURE POINT

- The Contracting Officer shall provide the contractor with all necessary deployment and redeployment processing information, instructions, and other guidance materials.
- The Contracting Officer shall provide the contractor with Department of Army Pamphlet entitled "Contractor Deployment Guide."
- The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from each employee's place of performance to the CONUS Replacement Center (CRC) and upon redeployment from the CRC to the employee's place of performance.
- The Government shall provide (or reimburse the contractor all reasonable expenses for) transportation of deploying contractor employees from the CRC or deployment processing center to the theater of operations and return.
- The Government shall provide (or reimburse the contractor all reasonable expenses for) messing and billeting of deploying contractor employees during processing at the designated CRC.
- For any contractor employee determined by the Government at the CRC to be nondeployable for any reason, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

6. INVITATIONAL TRAVEL ORDERS

- The Contracting Officer shall issue Invitational Travel Orders (ITO) to the contractor for all contractor employees required to deploy into the theater of operations and to redeploy from the theater. ITOs will identify the point of debarkation, embarkation, all authorized intermediate stops, the anticipated duration of the deployment and may identify Government facilities and privileges authorized for use by the contractor employees.

- The contractor shall provide to the Contracting Officer the following information for all deploying individuals: full name, social security number, home and work address and telephone number, blood type, and religious preference.

7. STANDARD IDENTIFICATION CARDS

- The Contracting Officer shall identify to the contractor all identification cards and tags required for deployment.
- The Contracting Officer shall inform the contractor where the identification cards and tags are to be issued.
- The Contracting Officer shall coordinate for issuance of required identification cards and tags for all contractor employees not processing through a CONUS Replacement Center.
- The contractor shall ensure all deploying individuals have the required identification tags and cards.
- Upon redeployment, the contractor will ensure all issued identification cards and tags are returned to the Government.

8. MEDICAL SCREENING/PROCESSING

- The Contracting Officer shall provide the contractor with all physical and medical requirements and standards necessary for deployment.
- The contractor shall be responsible for providing employees who meet the physical standards and medical requirements for job performance in the designated theater of operations.
- The Government may require medical screening at the CONUS Replacement Center to include DNA sampling and immunizations.
- For any contractor employee determined by the Government to be non-deployable, the contractor shall promptly remedy the problem. If the problem can not be remedied in time for deployment, a replacement having equivalent qualifications and skills shall be provided.

9. CLOTHING AND EQUIPMENT ISSUE

- The contractor shall ensure contractor employees possess the necessary personal clothing and safety equipment to execute contract performance in the theater of operations in accordance with the Statement of Work.

- The Government shall provide to the contractor all required military unique Organizational Clothing and Individual Equipment (OCIE). (Types of OCIE include battle dress uniforms, canteens, boots and other uniform items and may include Nuclear, Biological, and Chemical defensive equipment.)
- The Contracting Officer shall identify to the contractor the OCIE issue point and issue items.
- Upon receipt of OCIE, the contractor shall assume responsibility and accountability for the issued OCIE.
- The contractor or contractor employee shall sign for all issued OCIE, thus, acknowledging receipt and acceptance of responsibility for the proper maintenance and accountability of issued OCIE.
- The contractor shall ensure all issued OCIE is returned to the Government. Upon return of OCIE to the Government, the contractor shall be responsible for requesting, maintaining, and providing to the Contracting Officer documentation demonstrating the return of issued OCIE to Government control.
- The Contracting Officer may require the contractor to reimburse the Government for OCIE lost or damaged due to contractor negligence.

10. CHEMICAL DEFENSIVE EQUIPMENT ISSUE AND TRAINING

- The Contracting Officer shall inform the contractor of all Nuclear, Biological, and Chemical (NBC) equipment and Chemical Defensive Equipment (CDE) training requirements and standards.
- The Government shall provide the contractor employees with CDE familiarization training commensurate with the training provided to Department of Defense civilian employees.

11. WEAPONS AND TRAINING

- The Government may choose to issue weapons for self-defense to the contractor employees. Acceptance of weapons by contractor employees is at the discretion of the contractor and the contractor employees.
- Prior to issuing any weapons to contractor employees, the Government shall provide the contractor employees with weapons familiarization training commensurate to training provided to Department of Defense civilian employees.

- The contractor shall ensure its employees adhere to all guidance and orders issued by the Theater Commander or his/her representative regarding possession, use, safety and accountability of weapons and ammunition.

- Upon redeployment or notification by the Government, the contractor shall ensure all weapons and ammunition are returned to Government control.

12. VEHICLE AND EQUIPMENT OPERATION

- The contractor shall ensure deployed employees possess the required civilian licenses to operate the equipment necessary to perform the contract in the theater of operations in accordance with the Statement of Work.

- Prior to operating any military owned or leased equipment, the contractor employee shall provide proof of license to the Contracting Officer or his/her representative.

- The Government, at its discretion, may train and license contractor employees to operate military owned or leased equipment.

- The contractor and its employees may be held jointly and severally liable for all damages resulting from the unsafe or negligent operation of military owned or leased equipment.

13. MISSION TRAINING

- The Contracting Officer shall identify to the contractor all required mission training and the location of the required training.

- The contractor shall ensure all deploying employees receive all required mission training.

14. PASSPORTS/VISAS

- The contractor shall obtain all passports, visas, or other documents necessary to enter and/or exit any area(s) identified by the Contracting Officer.

15. CUSTOMS PROCESSING AND ENTRANCE AND EXIT REQUIREMENTS

- All contractor employees shall be subject to the customs processing procedures, laws, and duties of the country in which they are deploying to and the procedures, laws, and duties of the United States upon re-entry.

- The Government is not responsible for payment of entry/exit duties on personal items in possession of contractor employees.

16. LIVING UNDER FIELD CONDITIONS

- The Government shall provide to contractor employees deployed in the theater of operations the equivalent field living conditions, subsistence, emergency medical and dental care, sanitary facilities, mail delivery, laundry service, and other available support afforded to Government employees and military personnel in the theater of operations.
- The contractor shall ensure its employees maintain a clean living area in accordance with guidance issued by the Theater Commander or his/her representative .

17. MEDICAL CARE

- The Government shall provide to contractor employees deployed in the theater of operations, on a cost reimbursable basis, medical care commensurate with the care provided to Department of Defense civilian and military personnel deployed in the theater of operations.
- The Contracting Officer shall annotate the authorization for medical and dental care on the Invitational Travel Orders.

18. MORALE, WELFARE, RECREATION, AND SUPPORT SERVICES

- The Contracting Officer shall annotate authorized morale, welfare, recreation (MOOR) and support services on the contractor employee's Invitational Travel Orders.

19. STATUS OF FORCES AGREEMENT

- The contracting officer shall advise the contractor on all applicable Status of Forces Agreements (SOFA).
- The contractor shall adhere to all applicable SOFAs.

20. UNIFORM CODE OF MILITARY JUSTICE

No special instructions necessary.

21. CAPTIVITY, HOSTILE DETENTION AND PRISONER OF WAR STATUS

No special instructions necessary.

22. PAY

- In the event the contractor must pay additional compensation to retain or obtain personnel to perform in a theater of operations during a declared contingency, the contractor shall be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of and such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.

23. TOUR OF DUTY/HOURS OF WORK

- The Contracting Officer shall provide the contractor with the anticipated duration of the deployment.

- The contractor, at his/her own expense, may rotate contractor employees into and out of the theater.

- The Contracting Officer shall approve all changes to personnel.

- The Contracting Officer shall provide the contractor with the anticipated daily or weekly work schedule.

- The contractor shall comply with all duty hours and tours of duty identified by the Contracting Officer or his/her designated representative.

- The Contracting Officer, or his/her designated representative, may modify the work schedule to ensure the Government's ability to continue to execute its mission.

24. ON-CALL DUTY

- The contractor shall be reasonably available to work (i.e., "on-call") during other than "regular hours" to perform high priority tasks.

- The Contracting Officer, or his/her designated representative, will identify the parameters of "reasonable availability" and all remunerations for "on-call" duty.

25. WORKERS' COMPENSATION

No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

26. HOSTAGE AID

No special instructions necessary. Adequate guidance is available in existing acquisition regulations.

27. VETERAN'S BENEFITS

No special instructions necessary.

28. HEALTH AND LIFE INSURANCE

- The contractor shall ensure that health and life insurance benefits provided to its deploying employees are applicable in the theater of operations.

29. NEXT OF KIN NOTIFICATION

- Prior to deployment, the contractor shall ensure each contractor employee completes a DD Form 93, Record of Emergency Data Card, and returns the completed form to the designated Government official.

30. RETURN PROCESSING PROCEDURES

- Upon notification of redeployment, the Contracting Officer shall provide the contractor with Invitational Travel Orders authorizing travel from the theater of operations to the designated CONUS Replacement Center (CRC).
- The contractor shall ensure all Government-issued clothing and equipment provided to the contractor or the contractor's employees are returned to Government control.
- The contractor shall provide the Contracting Officer with documentation, annotated by the receiving Government official, of all clothing and equipment returns.

31. MISCELLANEOUS TOPICS

31-1. CONTRACTOR LEVEL OF EFFORT

- In the event of a declared contingency, the contractor shall furnish the proposed level of effort and personnel skill mix, including additional personnel when necessary, to satisfactorily perform in accordance with the Performance Work Statement, individual task order, and/or modification.

- The contractor shall promptly respond to any and all additional contingency requirements of an emergency nature issued by the Contracting Officer or designated representative. Additional contingency requirements shall be performed as specified in a duly executed task order or contract modification. Modifications and task orders may be issued orally to be followed by written confirmation.

31-2. DESIGNATION OF CONTRACTOR'S MANAGEMENT REPRESENTATIVE

- The contractor shall provide the following information, in writing, to the Contracting Officer:

- a) Name of company official responsible for contract performance in the theater of operations,

- b) Name of company official responsible for personnel supervision of the contractor's employees in the theater of operations, and

- c) Name(s) of company employees designated to deploy in support of the declared contingency.

31-3. RESPONSE TIME

- The contractor, upon issuance of a task order, modification, or equivalent order by the Contracting Officer or his/her designated representative, shall effect all actions necessary to ensure all required personnel and equipment are at the location(s) identified and at the times specified in the task order, modification, or equivalent order.

31-4. REQUIRED INSURANCE

- Reference FAR clause entitled "Insurance...". The contractor shall, at its own expense, procure and thereafter maintain the following kinds of insurance with respect to performance under this contract:

- a) General Liability Insurance. Bodily injury liability insurance, in the minimum limits of \$500,000 per occurrence, shall be required on the comprehensive form of policy.

- b) Automobile Liability Insurance. This insurance shall be required on the comprehensive form of policy and shall provide bodily injury liability and property damage liability covering the operation of all vehicles used in connection with performance of this contract. The minimum limits of \$200,000 per person and \$500,000 per occurrence for bodily injury and \$20,000 per occurrence for property damage are required.

31-5. STATEMENT OF UNDERSTANDING

- Prior to deployment, the contractor shall inform all employees to be deployed to a theater of operations or contingency area of the contractor's responsibilities to support the Government (in accordance with the terms and conditions of the contract) and of the expected working and living conditions in the designated theater of operations.

- Prior to deployment, the contractor shall obtain written statements from all individuals to be deployed indicating their understanding of the contractor's responsibilities to support the Government (in accordance with the terms and conditions of the contract) and their understanding of the expected working and living conditions in the designated theater of operations.

- The contractor shall provide to the Contracting Officer, upon request, the signed statements of understanding from all deploying contractor and subcontractor employees, which demonstrate the employee's understanding of contractor responsibilities and expected living and working conditions.

31-6. EVACUATION OF CONTRACTOR PERSONNEL

- The Contracting Officer shall provide to the Contractor the applicable policies and procedures for the evacuation of contractor personnel in accordance with contingency plans.

3 1-7. SUBCONTRACTS

- The contractor shall include the requirements of this paragraph in any subcontracts awarded in conjunction with this contract.

31-8. ADDITIONAL COSTS

- In the event the contractor incurs additional costs to perform in a theater of operations during a contingency, the contractor may be entitled to an equitable adjustment under this contract. The contractor shall furnish proper data to the Contracting Officer to substantiate any adjustment to the contract. Failure to agree to an amount of any such adjustment shall be a dispute within the meaning of the clause entitled "Disputes" as contained in this contract.